

Message Text

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ACTION PM-04

INFO OCT-01 EUR-12 ISO-00 CIAE-00 DODE-00 H-02 INR-07 L-03

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O 171449Z SEP 76

FM AMEMBASSY OTTAWA

TO SECSTATE WASHDC PRIORITY 1081

C O N F I D E N T I A L SECTION 1 OF 3 OTTAWA 3737

E.O. 11652: GDS

TAGS: MARR, MILI, CA

SUBJ: GOOSE BAY AGREEMENT

REF: STATE 218535

1. SUMMARY: EMBASSY HAS RECEIVED LETTER FROM EXTAFF
DATED SEPTEMBER 16 ACCEPTING MOST OF U.S. PROPOSED
CHANGES IN DRAFT GOOSE BAY AGREEMENT. END SUMMARY.

2. BEGIN TEXT. I AM WRITING YOU WITH REFERENCE TO YOUR
LETTER OF SEPTEMBER 6, 1976, CONCERNING YOUR COMMENTS
ON OUR COUNTER-DRAFT OF THE PROPOSED AGREEMENT GOVERNING
A CONTINUED U.S. PRESENCE AT GOOSE BAY. THE POINTS
CONTAINED IN YOUR LETTER HAVE BEEN EXAMINED BY
OFFICIALS OF THE INTERESTED GOVERNMENT DEPARTMENTS AND IN
GENERAL WE ARE IN AGREEMENT WITH YOUR SUGGESTED
CHANGES.

WE HAVE NOTED THAT YOU HAVE NO OBJECTION TO THE
INITIAL TEN-YEAR DURATION PROPOSED BY THE GOVERNMENT OF
CANADA PROVIDED IT IS UNDERSTOOD THAT SUCH A PROVISION
IN NO WAY OBLIGATES THE UNITED STATES OF AMERICA TO
MAINTAIN ANY PARTICULAR LEVEL OF ACTIVITY AT GOOSE BAY
DURING THE TEN-YEAR PERIOD. IN LIGHT OF THIS, WE WOULD
HOWEVER PROPOSE TO INSERT WORDING WHICH WOULD REQUIRE
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CONSULTATION SHOULD THERE BE A CHANGE OTHER THAN OF A

TEMPORARY NATURE IN THE LEVEL OF ACTIVITY CURRENTLY ENVISAGED IN THE IMPLEMENTATION ARRANGEMENTS COMING INTO EFFECT OCTOBER 1, 1976. WE WOULD ALSO PROPOSE THAT EITHER PARTY HAVE THE RIGHT TO TERMINATE THE AGREEMENT UPON ONE YEAR'S NOTICE.

WE APPRECIATE THE PROBLEMS CAUSED BY THE CHANGES WE PROPOSED IN SUBPARAGRAPH 2A AND AS A RESULT WE WOULD PROPOSE TO DROP THE WORDING "AND THE RIGHT OF DISPOSAL SHALL REST IN CANADA". WE ARE ALSO WILLING TO REINSERT THE CLARIFYING PHRASE FROM THE EXISTING AGREEMENT "INCLUDING REMOVABLE IMPROVEMENTS, EQUIPMENT, MATERIAL, SUPPLIES AND GOODS" IN THE SECOND SENTENCE AFTER THE WORDS "PURCHASED OR FINANCED BY THE UNITED STATES".

IN PARAGRAPH 2B, AS YOU HAVE PROPOSED, WE WOULD BE WILLING TO STRIKE THE WORDS "SUBJECT TO AVAILABILITY" AND AFTER THE PHRASE "PROVIDE THE USAF" WE WOULD BE WILLING TO INSERT THE PHRASE "FREE OF RENT". IN THE FIRST SENTENCE OF PARAGRAPH 2B WE ARE ALSO WILLING TO REINSERT THE PHRASE "FAMILY QUARTERS, BARRACKS, SHOPS, HARDSTANDS" AFTER THE WORDS "PARKING APRONS". IN ORDER TO AVOID AN OPEN-ENDED COMMITMENT, WE WOULD HOWEVER WISH TO ADD A NEW PHRASE IN THE OPENING SENTENCE (AFTER "CANADA SHALL") OF PARAGRAPH 2B AS FOLLOWS: "SUBJECT TO THE PROVISIONS OF THE IMPLEMENTING ARRANGEMENTS CONCLUDED IN ACCORDANCE WITH PARAGRAPH 9 OF THIS ANNEX."

IN THE FIRST SENTENCE OF PARAGRAPH 3 WE WOULD AGREE TO THE SUBSTITUTION OF THE PHRASE "AIRCRAFT OPERATED BY, FOR, OR UNDER THE CONTROL OF THE UNITED STATES ARMED FORCES" FOR THE WORDS "UNITED STATES ARMED FORCES AIRCRAFT". IN SUBPARAGRAPH 3C WE WOULD BE WILLING TO SUBSTITUTE THE LANGUAGE OF YOUR DRAFT PARAGRAPH 2C WHICH IS IDENTICAL TO THE EXISTING AGREEMENT.

AS YOU HAVE REQUESTED, WE HAVE REINSERTED THE PHRASE "AND AIRCRAFT GROUND SUPPORT SERVICES" IN PARAGRAPH 4; HOWEVER, IT HAS BEEN INSERTED IN THE SECOND SENTENCE
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AFTER THE WORDING "AVIATION FUELS AND LUBRICANTS" AS THE MINISTRY OF TRANSPORT INFORMS US THAT THIS SERVICE WILL BE PROVIDED ON A PRIVATE CONTRACT BASIS RATHER THAN BY THE GOVERNMENT OF CANADA. IN FACT, WE UNDERSTAND THAT, ON BEHALF OF THE USAF, THE CANADIAN COMMERCIAL CORPORATION IS CURRENTLY NEGOTIATING WITH A PRIVATE CONTRACTOR TO PROVIDE THIS SERVICE.

IN THE FINANCING CLAUSE (PARAGRAPH 5), WE WOULD PROPOSE TO DELETE THE WORDS "FACILITIES AND BASE SUPPORT" AND SUBSTITUTE THE WORD "ALL". WE TRUST THIS WOULD BE AN ACCEPTABLE COMPROMISE AS CERTAIN FACILITIES SUCH AS THE FUEL FARM WILL, IN FACT, BE PROVIDED TO THE UNITED STATES IN ACCORDANCE WITH THE MEMORANDUM OF UNDERSTANDING CURRENTLY BEING NEGOTIATED BETWEEN THE USAF AND MOT.

WE ARE WILLING TO ACCEPT YOUR WORDING FOR THE RECIPROCAL WAIVING OF CLAIM (PARAGRAPH 7B) AND WE ACKNOWLEDGE THAT ANY SUCH WAIVER WOULD APPLY ONLY WITH RESPECT TO UNITED STATES GOVERNMENT PROPERTY AT GOOSE BAY. WE WOULD, HOWEVER, BE GRATEFUL TO LEARN HOW THE U.S. GOVERNMENT WOULD WAIVE ANY CLAIMS UNDER THIS PARAGRAPH. ANY WAIVER OF CLAIMS BY THE CANADIAN GOVERNMENT PURSUANT TO THIS PARAGRAPH WOULD BE EFFECTED BY ORDER-IN-COUNCIL UNDER THE FINANCIAL ADMINISTRATION ACT.

IN THE SECOND SENTENCE OF PARAGRAPH 8A AND THE FIRST SENTENCE OF PARAGRAPH 8B, WE WOULD AGREE TO THE SUBSTITUTION OF "UNITED STATES" FOR "UNITED STATES AIR FORCE.". WE WOULD ALSO AGREE TO THE ADDITION OF THE WORDS "OR OTHER AGREEMENTS BETWEEN THE UNITED STATES AND THE GOVERNMENT OF CANADA" (AT THE END OF PARAGRAPH 8C); HOWEVER, OUR LEGAL ADVISERS WOULD WISH TO POINT OUT THAT THEY DO NOT CONSIDER THE EXAMPLE CITED (THE 1943 AGREEMENT PERTAINING TO RELIEF FROM PROVINCIAL TAXES (EAS 339) TO BE AN AGREEMENT CURRENTLY IN FORCE.

CONCERNING PARAGRAPH 9, RATHER THAN DELETE THE PHRASE "ON BEHALF OF THE UNITED STATES", OUR LEGAL CONFIDENTIAL

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ADVISERS HAVE SUGGESTED IT WOULD BE MORE APPROPRIATE TO DELETE THE WORDING "OF THE CANADIAN GOVERNMENT" AND INSTEAD SUBSTITUTE "ON BEHALF OF CANADA".

THE CHANGES OUTLINED IN THIS LETTER HAVE BEEN INCORPORATED INTO THE ATTACHED DRAFT AND I WOULD

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FM AMEMBASSY OTTAWA

TO SECSTATE WASHDC PRIORITY 1082

C O N F I D E N T I A L SECTION 2 OF 3 OTTAWA 3737

APPRECIATE IT IF YOU WOULD CONVEY TO ME AT YOUR EARLIEST
CONVENIENCE THE REACTION OF YOUR AUTHORITIES TO IT.

YOURS SINCERELY,

UNDER-SECRETARY OF STATE
FOR EXTERNAL AFFAIRS

END TEXT.

3. BEGIN TEXT OF DRAFT U.S. NOTE. I HAVE THE HONOR
TO REFER TO THE AGREEMENT BETWEEN THE GOVERNMENTS OF
THE UNITED STATES AND OF CANADA EFFECTED BY AN EXCHANGE
OF NOTES DATED JUNE 29, 1973, AS EXTENDED BY THE EXCHANGE
OF NOTES DATED JUNE 28 AND 29, 1976, CONCERNING ARRANGE-
MENTS FOR THE USE BY THE UNITED STATES OF FACILITIES
AT THE GOOSE BAY AIRPORT, GOOSE BAY, NEWFOUNDLAND, AND
TO RECENT DISCUSSIONS WHICH HAVE TAKEN PLACE BETWEEN
REPRESENTATIVES OF OUR TWO GOVERNMENTS CONCERNING
ARRANGEMENTS FOR THE CONTINUING USE OF FACILITIES AT
THE GOOSE BAY AIRPORT BY THE UNITED STATES ARMED FORCES
AFTER THE EXPIRATION OF THE AFOREMENTIONED AGREEMENT
ON SEPTEMBER 30, 1976. AS A RESULT OF THESE DISCUSSIONS,
I NOW HAVE THE HONOR TO PROPOSE THAT THE CONDITIONS SET
FORTH IN THE ATTACHED ANNEX, WHICH ACCORD WITH THE UNDERSTANDINGS
REACHED BETWEEN REPRESENTATIVES OF OUR
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TWO GOVERNMENTS, SHOULD GOVERN THE USE OF FACILITIES AT
THE GOOSE BAY AIRPORT BY THE UNITED STATES ARMED FORCES
AFTER SEPTEMBER 30, 1976.

IF THESE CONDITIONS ARE ACCEPTABLE TO YOUR GOVERNMENT, I PROPOSE THAT THIS NOTE, TOGETHER WITH ITS ANNEX, AND YOUR REPLY TO THAT EFFECT SHALL CONSTITUTE AN AGREEMENT BETWEEN OUR TWO GOVERNMENTS WHICH SHALL ENTER INTO FORCE ON OCTOBER 1, 1976, AND REMAIN IN FORCE FOR AN INITIAL PERIOD OF TEN YEARS, AND THEREAFTER FROM YEAR TO YEAR. ITS TERMS MAY BE REVIEWED AT ANY TIME AT THE REQUEST OF EITHER PARTY AND REVISED BY MUTUAL AGREEMENT OF THE TWO PARTIES. THE AGREEMENT MAY BE TERMINATED AT ANY TIME BY EITHER GOVERNMENT ON GIVING TWELVE MONTHS' NOTICE IN WRITING TO THE OTHER. IT IS UNDERSTOOD THAT ANY SUBSTANTIAL CHANGE IN THE LEVEL OF U.S. ACTIVITY AT GOOSE BAY WILL BE SUBJECT TO PRIOR CONSULTATION BETWEEN THE PARTIES. THIS NEW AGREEMENT SHALL SUPERSEDE THE AGREEMENT EFFECTED BY THE EXCHANGE OF NOTES DATED JUNE 29, 1973, AS EXTENDED BY THE EXCHANGE OF NOTES DATED JUNE 28 AND 29, 1976. END TEXT.

4. BEGIN TEXT OF ANNEX.

STATEMENT OF CONDITIONS GOVERNING THE
USE BY THE UNITED STATES ARMED FORCES
OF FACILITIES AT THE GOOSE BAY AIRPORT

(HEREINAFTER, UNLESS THE CONTEXT OTHERWISE
REQUIRES, "CANADA" MEANS THE GOVERNMENT OF CANADA,
"U.S." MEANS THE GOVERNMENT OF THE UNITED STATES OF
AMERICA, "USAF" MEANS THE UNITED STATES AIR FORCE, AND
"GOOSE BAY" MEANS THE GOOSE BAY AIRPORT.)

1. GENERAL

IN ORDER TO FULFILL NORTH AMERICAN DEFENCE AND
NATO OBLIGATIONS, THE UNITED STATES ARMED FORCES SHALL
HAVE THE USE OF FACILITIES AT GOOSE BAY FOR SERVICING,
MAINTENANCE AND REFUELLING OF ITS AIRCRAFT.

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2. FACILITIES

A. ALL BUILDINGS, STRUCTURES AND IMPROVEMENTS
PERMANENTLY AFFIXED TO THE REALTY AT GOOSE BAY INCLUDING
THOSE THAT MAY HAVE BEEN CONSTRUCTED OR FINANCED BY THE
U.S. ARE THE PROPERTY OF CANADA. THE OWNERSHIP OF ALL
OTHER PROPERTY AT GOOSE BAY PURCHASED OR FINANCED BY
THE U.S. INCLUDING REMOVABLE IMPROVEMENTS, EQUIPMENT,
MATERIAL, SUPPLIES AND GOODS, SHALL REMAIN WITH THE
U.S. THE U.S. SHALL HAVE THE UNRESTRICTED RIGHT OF

REMOVING OR DISPOSING OF ALL U.S. REMOVABLE PROPERTY AT ANY TIME, PROVIDED THAT REMOVAL OR DISPOSAL SHALL NOT BE DELAYED BEYOND A REASONABLE TIME FOLLOWING THE TERMINATION OF THIS AGREEMENT. THE DISPOSITION WITHIN CANADA OF U.S. EXCESS PROPERTY AT GOOSE BAY SHALL BE EFFECTED IN ACCORDANCE WITH THE EXCHANGE OF NOTES BETWEEN THE U.S. AND CANADA DATED AUGUST 28, 1961, AND SEPTEMBER 1, 1961, CONCERNING THE DISPOSAL OF UNITED STATES EXCESS PROPERTY IN CANADA.

B. CANADA SHALL, SUBJECT TO THE PROVISIONS OF THE IMPLEMENTING ARRANGEMENTS CONCLUDED IN ACCORDANCE WITH PARAGRAPH 9 OF THIS ANNEX, PROVIDE THE USAF, FREE OF RENT, FROM WITHIN THE EXISTING INFRASTRUCTURE OF GOOSE BAY SUCH FACILITIES AS HANGARS, WAREHOUSES, OFFICE BUILDINGS, PARKING APRONS, FAMILY QUARTERS, BARRACKS, SHOPS, HARDSTANDS AND STORAGE AND DISTRIBUTION FACILITIES FOR AVIATION FUEL AND OTHER PETROLEUM SUPPLIES.

3. OPERATING RIGHTS

SUBJECT TO THE TERMS OF THIS AGREEMENT, AIRCRAFT OPERATED BY, FOR, OR UNDER THE CONTROL OF THE UNITED STATES ARMED FORCES SHALL HAVE THE RIGHT TO USE GOOSE BAY UNDER AIR TRAFFIC CONTROL ARRANGEMENTS PROVIDED BY CANADA. THERE WILL BE PRIOR NOTIFICATION TO APPROPRIATE CANADIAN AIRPORT AUTHORITIES AT GOOSE BAY OF ALL EXPECTED ARRIVALS.

THE USAF SHALL HAVE SUCH RIGHTS AS ARE NECESSARY TO SUPPORT THE OPERATION OF THE AFOREMENTIONED AIRCRAFT

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AT GOOSE BAY, INCLUDING THE RIGHT:

A. OF FREE ACCESS TO AND EGRESS FROM THE FACILITIES MADE AVAILABLE FOR ITS USE, INCLUDING UNRESTRICTED AND UNINTERRUPTED USE OF ROADWAYS, SUBJECT TO ANY REASONABLE VEHICLE CONTROL MEASURES THAT MAY BE IMPOSED BY THE APPROPRIATE CANADIAN AUTHORITIES.

B. UNDER PROCEDURES TO BE EMBODIED IN AN

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FM AMEMBASSY OTTAWA

TO SECSTATE WASHDC PRIORITY 1083

C O N F I D E N T I A L SECTION 3 OF 3 OTTAWA 3737

IMPLEMENTING ARRANGEMENTS TO BE CONCLUDED UNDER PARA-
GRAPH 9 OF THIS ANNEX, TO STATION PERSONNEL AT GOOSE
BAY; TO ISSUE ORDERS FOR THEIR CONTROL AND COMMAND;
AND TO UNDERTAKE SUCH INTERNAL SECURITY MEASURES AS
MAY BE DEEMED NECESSARY; AND

C. TO INSTALL AND OPERATE MILITARY EQUIPMENT,
INCLUDING COMMUNICATIONS EQUIPMENT, RADAR, AND OTHER
ELECTRONIC DEVICES, PROVIDED THAT NEW INSTALLATIONS
OF ELECTRONIC EQUIPMENT SHALL NOT INTERFERE WITH EXISTING
CANADIAN INSTALLATIONS AND SHALL BE SUBJECT TO THE
RIGHT OF CANADA TO ALLOCATE FREQUENCIES AND CONTROL
POWER AND TYPE OF EMISSION.

4. BASE SUPPORT SERVICES

CANADA SHALL PROVIDE VARIOUS BASE SUPPORT SERVICES
SUCH AS REAL PROPERTY MAINTENANCE AND REPAIR, BILLETING
AND HOUSING, UTILITIES, AIR TRAFFIC CONTROL, FOOD
SERVICE, GROUND TRANSPORTATION, SNOW REMOVAL, FIRE
PROTECTION, WEATHER SERVICE, MAINTENANCE OF BASE
SUPPORT EQUIPMENT, MEDICAL CARE, BASE EXCHANGE AND
RECREATION FACILITIES. THE USAF SHALL BE RESPONSIBLE FOR
OBTAINING AVIATION FUELS AND LUBRICANTS AND AIRCRAFT
GROUND SUPPORT SERVICES REQUIRED FOR U.S. ARMED FORCES
OPERATIONS. CERTAIN EQUIPMENT AND SPARES WILL BE MADE
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AVAILABLE BY THE USAF FOR SUPPORT OF OPERATIONS AT
GOOSE BAY AS SPECIFIED IN IMPLEMENTING ARRANGEMENTS TO

BE CONCLUDED IN ACCORDANCE WITH PARAGRAPH 9 OF THIS ANNEX.
IN ADDITION, THE USAF MAY EMPLOY A PRIVATE CANADIAN
CONTRACTOR TO PROVIDE CERTAIN BASE SUPPORT SERVICES
IT REQUIRES.

5. FINANCING

A. AS A GENERAL PRINCIPLE, ALL SERVICES PROVIDED
BY CANADA TO THE USAF SHALL BE PROVIDED ON A COST
RECOVERABLE BASIS IN ACCORDANCE WITH THE TERMS AND
PROVISIONS CONTAINED IN IMPLEMENTING ARRANGEMENTS TO
BE CONCLUDED PURSUANT TO PARAGRAPH 9 OF THIS ANNEX.

B. ANY ACTION REQUIRED TO BE TAKEN UNDER THIS
AGREEMENT SHALL BE SUBJECT TO THE AVAILABILITY OF
APPROPRIATED FUNDS.

6. CANADIAN LAW

THE LAWS OF CANADA SHALL APPLY THROUGHOUT GOOSE BAY.

7. STATUS OF FORCES

A. THE PROVISIONS OF THE NORTH ATLANTIC TREATY
ORGANIZATION STATUS OF FORCES AGREEMENT SIGNED IN
LONDON ON JUNE 19, 1951, SHALL APPLY.

B. NOTWITHSTANDING THE FOREGOING, IF DAMAGE
IS CAUSED TO PROPERTY OWNED BY ONE GOVERNMENT AT GOOSE
BAY BY AN EMPLOYEE OF THE OTHER GOVERNMENT, OTHER THAN
A MEMBER OR AN EMPLOYEE OF THE ARMED FORCES OF THAT
GOVERNMENT, UNDER CIRCUMSTANCES WHEREBY THE GOVERNMENT
WHOSE PROPERTY IS SO DAMAGED WOULD WAIVE ITS CLAIMS
AGAINST THE OTHER GOVERNMENT PURSUANT TO PARAGRAPH (1)
OF ARTICLE VIII OF THE NORTH ATLANTIC TREATY
ORGANIZATION STATUS OF FORCES AGREEMENT IF THE DAMAGE:

(A) WAS CAUSED BY A MEMBER OR AN EMPLOYEE OF THE
ARMED SERVICES OF THE OTHER GOVERNMENT; OR
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(B) AROSE FROM THE USE OF ANY VEHICLE, VESSEL OR
AIRCRAFT OWNED BY THE OTHER GOVERNMENT AND USED BY ITS
ARMED SERVICES,
THE GOVERNMENT WHOSE PROPERTY IS SO DAMAGED AGREES TO
WAIVE ALL ITS CLAIMS AGAINST THE OTHER ON ACCOUNT OF
SUCH DAMAGE.

8. TAXES AND CUSTOMS DUTIES

A. CANADA SHALL GRANT REMISSION OF CUSTOMS DUTIES AND EXCISE TAXES ON GOODS IMPORTED INTO CANADA, AND OF FEDERAL SALES AND EXCISE TAXES ON GOODS PURCHASED IN CANADA, WHICH ARE OR WILL BECOME THE PROPERTY OF THE U.S. AND ARE TO BE USED IN THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF FACILITIES AT GOOSE BAY. CANADA SHALL ALSO GRANT REFUNDS BY WAY OF DRAWBACKS OF THE CUSTOMS DUTY PAID ON GOODS IMPORTED BY CANADIAN MANUFACTURERS AND USED IN THE MANUFACTURE OR PRODUCTION OF GOODS PURCHASED BY OR ON BEHALF OF THE UNITED STATES WHICH ARE OR WILL BECOME THE PROPERTY OF THE U.S. IN CONNECTION WITH THE ESTABLISHMENT, MAINTENANCE OR OPERATION OF THE FACILITIES AT GOOSE BAY.

B. THE UNITED STATES WILL NOT BE REQUIRED TO PAY ANY TAX OR FEE IN RESPECT OF THE REGISTRATION OR LICENSING OF OFFICIAL MOTOR VEHICLES FOR USE IN CONNECTION WITH ITS OPERATIONS AT GOOSE BAY.

C. SUBPARAGRAPHS A AND B ABOVE SHALL IN NO WAY LIMIT THE APPLICATION OF CUSTOMS OR FISCAL EXEMPTIONS OR TAX RELIEF PROVIDED BY THE NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT OR OTHER AGREEMENTS BETWEEN THE UNITED STATES AND GOVERNMENT OF CANADA.

9. IMPLEMENTING ARRANGEMENTS

IMPLEMENTING ARRANGEMENTS BETWEEN THE USAF ON BEHALF OF THE U.S. AND APPROPRIATE AGENCIES ON BEHALF OF CANADA MAY BE MADE FROM TIME TO TIME FOR THE PURPOSE OF CARRYING OUT THE INTENT OF THIS AGREEMENT. END TEXT.
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ENDERS

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Message Attributes

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